

Releasable**Date:** 10/23/09, 11/20/09**Document:** 876126, 877719**THOMAS E. SEARS · INC.**TELEPHONE 417 424-8300
TELEX NUMBER 94-0633**INSURANCE**PARK SQUARE BUILDING
31 ST. JAMES AVENUE
BOSTON, MASS. 02116**Insurance Cover Note—No.:SD1023(L)/**

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: MONSANTO COMPANY
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

RISKS OR HAZARDS COVERED:

Broad Form Umbrella Liability Insurance excluding Excess Fidelity.
This Insurance is to cover up to an amount of \$6,250,000 part of \$30,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$6,250,000 part of \$30,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$6,250,000 part of \$30,000,000 as indicated above, but only to pay the excess of:

- 1) \$48,000,000 Umbrella Coverage which in turn is in excess of the greater of:
- 2)a. Underlying Insurance as set forth in Cover Note No. SD9031/UGL0285 or
- b. \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM: April 1, 1976**TO:** April 1, 1979

Both Days 12:01 A.M.
Standard Time

PREMIUM: \$108,000 (For 100% of Cover)
\$22,500 (For 62.5/300ths Hereon)
Payable 1/3 Annually

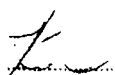
Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

Radioactive Contamination Exclusion Clause-Liability-Direct #N.M.A. 1477
Nuclear Incident Exclusion Clause-Liability-Direct (Broad) # N.M.A. 1256
Seepage, Pollution & Contamination Exclusion Clause No. 2 # N.M.A. 1684
Industries, Seepage, Pollution & Contamination Clause No. 3 # N.M.A. 1685

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 5th day of April 19 76

THOMAS E. SEARS, INC.

By 
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 153762

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~10~~ days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

*sixty (60)

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

MEENDES & MOUNT
27 WILLIAM STREET, NEW YORK, NEW YORK 10005

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 153763

THOMAS E. SEARS, INC.

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Printed at Lloyd's, London, England.

13/2/84

N.M.A. 1477

MONS 153764

THOMAS E. SEARS, INC.

U.S.A.**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy*

does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 280 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/68

N.M.A. 1256

MONS 153765

THOMAS E. SEARS, INC.

SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (3) Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured.
- (4) Removal of, loss of or damage to sub-surface oil, gas or any other substance, the property of others.
- (5) Fines, penalties, punitive or exemplary damages.

22/1/70

N.M.A. 1684

MONS 153766

THOMAS E. SEARS, INC.

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70.

N.M.A. 1685.

MONS 153767

ENDORSEMENT

Endorsement No. 4

April 1, 1976

INSURED: **MONSANTO COMPANY**

It is understood and agreed that **40.92% of 62.5/300ths** ☒ of the Insurance described in the Cover Note to which this endorsement is attached is subscribed to by Underwriters at Lloyd's, London, England, these Underwriters being entitled to a similar percentage of the premium indicated herein.

Attached to and forming part of **SD1023(L) /** of the

**UNDERWRITERS AT LLOYD'S OF LONDON
THOMAS E. SEARS, INC.**

BY: *[Signature]*

**THOMAS E. SEARS, INC.
31 ST JAMES AVENUE
BOSTON, MASS 02116**

MONS 153768

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 3

April 1, 1976

It is understood and agreed that this Insurance is subject to an annual review of Underwriting Information thirty (30) days prior to each anniversary date.

All other policy conditions remain unchanged.

Attached to and forming part of SD1023(L)/ of the

UNDERWRITERS AT LLOYD'S OF LONDON

THOMAS E. SEARS, INC.

BY: *[Signature]*

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

MONS 153769

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 2

April 1, 1976

It is understood and agreed that Seepage, Pollution and Contamination Exclusion Clause N.M.A. 1684 applies as respects operations over, on or under water and Industries, Seepage, Pollution and Contamination Clause N.M.A. 1685 applies as respects all other operations.

All other policy conditions remain unchanged.

Attached to and forming part of SD1023 (L) / of the

UNDERWRITERS AT LLOYD'S OF LONDON
THOMAS E. SEARS, INC.

THOMAS E. SEARS, INC.
31 ST JAMES AVENUE
BOSTON, MASS. 02116

BY: *[Signature]*

MONS 153770

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 1

April 1, 1976

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD9031/UGL0285 of Underwriters at Lloyd's of London.

All other policy conditions remain unchanged.

Attached to and forming part of SD1023(L) / of the

UNDERWRITERS AT LLOYD'S OF LONDON

THOMAS E. SEARS, INC.

BY: *[Signature]*

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

MONS 153771

THOMAS E. SEARS, INC.

TELEPHONE 617 426-8300
TELEX NUMBER 94-0635

INSURANCE

PARK SQUARE BUILDING
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

Insurance Cover Note—No.: SD1023(C)/

This is to certify that the undersigned have procured insurance as hereinafter specified through our brokers in London, England.

ASSURED: MONSANTO COMPANY
800 North Lindbergh Boulevard
St. Louis, Missouri 63166

RISKS OR HAZARDS COVERED:

Broad Form Umbrella Liability Insurance excluding Excess Fidelity.
This Insurance is to cover up to an amount of \$6,250,000 part of \$30,000,000 ultimate net loss each occurrence subject to an annual aggregate of \$6,250,000 part of \$30,000,000 ultimate net loss separately in respect of Products Liability and in respect of Personal Injury by Occupational Disease.

AMOUNTS OR LIMITS INSURED:

\$6,250,000 part of \$30,000,000 as indicated above, but only to pay the excess of: 1) \$48,000,000 Umbrella Coverage which in turn is in excess of the greater of:
2)a. Underlying Insurance as set forth in Cover Note No. SD9031/UGL0285 or
b. \$100,000 ultimate net loss in respect of each occurrence.

PERIOD: FROM: April 1, 1976

TO: April 1, 1979

Both Days 12:01 A.M.
Standard Time

PREMIUM: \$108,000 (For 100% of Cover)
\$22,500 (For 62.5/300ths Hereon)
Payable 1/3 Annually

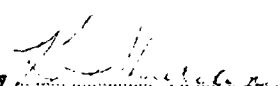
Subject to the conditions on the reverse side of this document and further subject to the following clauses, if any, attached hereto:

Radioactive Contamination Exclusion Clause-Liability-Direct #N.M.A. 1477
Nuclear Incident Exclusion Clause-Liability-Direct (Broad) # N.M.A. 1256
Seepage, Pollution & Contamination Exclusion Clause No. 2 # N.M.A. 1684
Industries, Seepage, Pollution & Contamination Clause No. 3 # N.M.A. 1685

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to all terms and conditions of policy (ies) which will be issued and that, in the event of any inconsistency herewith, the terms and provisions of such policy (ies) shall prevail.

Issued at Boston, Massachusetts, this 5th day of April 19 76

THOMAS E. SEARS, INC.

By 
Authorized

(Immediate notice must be given THOMAS E. SEARS, INC. if any changes are required in the above particulars of the insurance or of any occurrence which may result in loss covered by the insurance.)

MONS 153772

This Insurance may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Insurance to Thomas E. Sears, Inc. This cover note may also be cancelled with or without the return or tender of the unearned premium by the Insurers or by Thomas E. Sears, Inc. in their behalf, by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein not less than ~~30~~ days written notice stating when cancellation shall be effective, and in such case the Insurers shall refund the paid premium less the earned portion thereof on demand subject always to the retention by the Insurers hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Insurers or the Assured.

It is expressly understood and agreed by the Assured by accepting this instrument that Thomas E. Sears, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Insurer, but the Insurers hereunder are only those Underwriters or Insurers whose names and their respective proportions (if not indicated herein) will be indicated by an endorsement to this Cover Note.

Premiums and loss, if any, to be payable in United States currency unless otherwise stated.

*sixty (60)

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

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27 WILLIAM STREET, NEW YORK, NEW YORK 10005

, and
that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

MONS 153773

THOMAS E. SEARS, INC.

U.S.A.**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy*

does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

* Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/68

N.M.A. 1256

MONS 153774

THOMAS E. SEARS, INC.

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Printed at Lloyd's, London, England.

13/2/64
N.M.A. 1477

MONS 153775

THOMAS E. SEARS, INC.

SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (3) Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured.
- (4) Removal of, loss of or damage to sub-surface oil, gas or any other substance, the property of others.
- (5) Fines, penalties, punitive or exemplary damages.

22/1/70.

N.M.A. 1684.

MONS 153776

THOMAS E. SEARS, INC.

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70.

N.M.A. 1685.

MONS 153777

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 5

It is understood and agreed that effective April 1, 1977 the
coverage provided hereon is hereby cancelled.

All other policy conditions remain unchanged.

Attached to and forming part ofSD1023/UHL0394..... of the

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

VARIOUS COMPANIES
THOMAS E. SEARS, INC.
BY: *[Signature]*

MONS 153778

ENDORSEMENT

Endorsement No. 4

April 1, 1976

INSURED: MONSANTO COMPANY

It is understood and agreed that 59.08% of 62.5/300ths $\frac{1}{2}$ of the Insurance described in the Cover Note to which this endorsement is attached is underwritten by the following Companies each for its proportion or percentage indicated below and each Company being entitled to a similar percentage of the premium indicated herein:

<u>COMPANY</u>	<u>PROPORTION</u>
Lexington Insurance Co.	48.00%
Turegum Insurance Co.	5.89%
Stronghold Insurance Co., Ltd.	2.83%
Excess Insurance Co., Ltd.	<u>2.36%</u>
	59.08% of 62.5/300ths

U. S. FEDERAL EXCISE TAX 4% 26.16
 The premium hereto is subject to U. S. Federal Excise Tax as indicated above and will be paid by us to the Collector of Internal Revenue in accordance with the regulation dated January 1, 1966, or any amendments thereto.

4% TAX CLAUSE

Notice is hereby given that the Underwriters have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Underwriters will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

Attached to and forming part of **SD1023(C)/** of the

VARIOUS COMPANIES**THOMAS E. SEARS, INC.**BY: *Thomas E. Sears*

THOMAS E. SEARS, INC.
 31 ST JAMES AVENUE
 BOSTON, MASS 02116

MONS 153779

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 3

April 1, 1976

It is understood and agreed that this Insurance is subject to an annual review of Underwriting Information thirty (30) days prior to each anniversary date.

All other policy conditions remain unchanged.

Attached to and forming part of SD1023(C)/ of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

BY: 

MONS 153780

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 2

April 1, 1976

It is understood and agreed that Seepage, Pollution and Contamination Exclusion Clause N.M.A. 1684 applies as respects operations over, on or under water and Industries, Seepage, Pollution and Contamination Clause N.M.A. 1685 applies as respects all other operations.

All other policy conditions remain unchanged.

Attached to and forming part of SD1023(C) / of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

THOMAS E. SEARS, INC.

BY: *[Signature]*

MONS 153781

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 1

April 1, 1976

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD9031/UGL0285 of Underwriters at Lloyd's of London.

All other policy conditions remain unchanged.

Attached to and forming part of SD1023(C)/ of the

VARIOUS COMPANIES

THOMAS E. SEARS, INC.

BY: *[Signature]*

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS. 02116

MONS 153782



Lloyd's Policy

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereto subscribed their Names (hereinafter called 'the Underwriters'),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

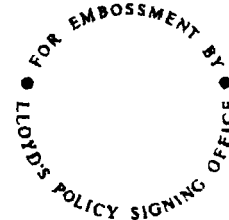
If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

Now know Ye that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of Us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE,
General Manager

J(A) NMA 2002 (11.4.74) Form approved by Lloyd's Underwriters' Non-Marine Association
Printed by Lloyd's of London Printing Services Ltd.



MONS 153783

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to:

MONS 153784

Schedule

Policy ~~as Certificate~~ No. 881 / UEL 0394 Contract No. (if any)

The name and address of the Assured

MONSANTO COMPANY ETAL as Underlying,
800 North Lindbergh Boulevard,
St. Louis, Missouri 63166

The risk ~~and sum~~ insured hereunder is as per wording attached hereto, which is hereby declared to be incorporated in and to form part of this Policy.

THE SUM INSURED hereunder is 40.92% of the limits of liability stated in the wording attached hereto.

Subject to the attached Service of Suit Clause, Nuclear Incident Exclusion Clause - Liability - Direct (Broad), Radioactive Contamination Exclusion Clause - Liability - Direct.

It is understood and agreed that all premiums and losses (if any) hereunder shall be paid in United States of America currency.

The Premium U.S.\$3,069.00 (part of U.S.\$7,500.00)

The period of Insurance from 1st APRIL, 1976 to 1st APRIL, 1979
12.01 a.m. Standard Time.
both day/~~exclusive~~ and for such further period or periods as may be mutually agreed upon

Dated in LONDON, the 28th NOVEMBER, 1976.

J or J(A) (Schedule) NMA 2003 for attachment to NMA 2001, NMA 2002, NMA 2004 or NMA 2005

MONS 153785

ATTACHING TO AND FORMING PART OF POLICY No. 881/UHL 0394

EXCESS UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof

~~and for the purpose of this policy, the Named Assured shall be deemed to be the person or persons who are the insured under the policy and who are the named assured under the policy and who are the named assured under the policy~~

INSURING AGREEMENTS

I. COVERAGE

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

(a) imposed upon the Assured by law,

or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by Underwriters at Lloyd's, London, and certain Insurance Companies (hereinafter called the "Underlying Umbrella Insurers").

II. LIMIT OF LIABILITY - UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

- | | |
|--|--|
| \$ (as stated in Item 3 of the Declarations) | ultimate net loss in respect of each occurrence, but |
| \$ (as stated in Item 4 of the Declarations) | in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured |

and the Underwriters shall then be liable to pay only the excess thereof up to a further

- | | |
|--|--|
| \$ (as stated in Item 5 of the Declarations) | ultimate net loss in all in respect of each occurrence - subject to a limit of |
|--|--|

L.P.O.355 (9/72)

MONS 153786

- 2 -

\$ (as stated in Item 6 of the Declarations)	in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.
---	--

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

3. CANCELLATION -

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than ~~thirty (30)~~ days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

* sixty (60)

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been in force. If this Policy shall be cancelled by the Underwriters the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium with such notice.

4. NOTICE OF OCCURRENCE -

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 8 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence

L.P.O.355 (9/72)

MONS 153787

- 3 -

which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE -

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

L.P.O.355 (9/72)

MONS 153788

DECLARATIONS

- ITEM 1. (a) Named Assured: MONSANTO COMPANY ETAL AS DEFINED IN
UNDERLYING UMBRELLA POLICIES,
(b) Address of Named Assured: 800 North Lindbergh Boulevard,
St. Louis, Missouri 63166
- ITEM 2. Underlying Umbrella Policies: 881/UCL 0285, 881/UCL 0286,
881/UCL 0287.
- ITEM 3. Underlying Umbrella Limits \$ 48,000,000
(Insuring Agreement II):
- ITEM 4. Underlying Umbrella Aggregate Limits \$ 48,000,000
(Insuring Agreement II):
- ITEM 5. Limit of Liability \$ 6,250,000 part of
(Insuring Agreement II): \$ 30,000,000
- ITEM 6. Aggregate Limit of Liability \$ 6,250,000 part of
(Insuring Agreement II): \$ 30,000,000
- ITEM 7. Policy Period: 1st APRIL, 1976 to 1st APRIL, 1979, both days
12.01 a.m. Standard Time.
- ITEM 8. Notice of Occurrence (Condition 4) to:- THOMAS E. SEARS INC.,
31 St. James Avenue,
Boston, Mass 02116.

L.P.O.355 (9/72)

MONS 153789

ATTACHING TO AND FORMING PART OF POLICY No. 881/UHL 0394.

ADDENDUM No. 4.

It is a condition of this Policy that within 30 days prior to each anniversary date, the assured shall furnish Underwriters or their representatives with up to date underwriting information.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MONS 153790

ATTACHING TO AND FORMING PART OF POLICY NO: UHLO394

ADDENDUM NO. 1.

Notwithstanding anything contained herein to the contrary it is understood and agreed that this policy shall not apply to EXCESS FIDELITY GUARANTEE - (COMMERICAL BLANKET BOND) as insured in the Underlying Policy/ies.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ADDENDUM NO. 2.

Effective at Inception 1st April, 1976.

ANNUAL PREMIUM PAYMENT CLAUSE.

It is hereby understood and agreed that the premium shown in the Policy Schedule is the initial instalment of premium for the period of 1st April, 1976 to 1st April, 1977.

Further instalments of premium become payable as follows:

<u>INSTALMENT</u>	<u>DATE DUE</u>	<u>PREMIUM</u>
Second	1st April, 1977	\$ 3,069.00
Final	1st April, 1978	\$ 3,069.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

ADDENDUM NO. 3.

It is hereby understood and agreed that this policy shall not apply to:

1. In respect of assureds operations on, over or under water as per N.M.A. 1684 attached below

SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE No. 2

(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances.
- (3) Loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured.
- (4) Removal of, loss of or damage to sub-surface oil, gas or any other substance, the property of others.
- (5) Fines, penalties, punitive or exemplary damages.

22/1/70

N M A. 1684

MONS 153791

CONTINUED

2. In respect of all other operations as per N.M.A. 1685 attached below:-

INDUSTRIES, SEEPAGE, POLLUTION AND CONTAMINATION CLAUSE No. 3
(Approved by Lloyd's Underwriters' Non-Marine Association)

This Insurance does not cover any liability for:

- (1) Personal Injury or Bodily Injury or loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to liability for Personal Injury or Bodily Injury or loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (2) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Insurance.
- (3) Fines, penalties, punitive or exemplary damages.

This Clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this Clause not been attached.

22/1/70.

N.M.A. 1685.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

MONS 153792

ATTACHING TO AND FORMING PART OF POLICY No. 881/ UHL 0394

SERVICE OF SUIT CLAUSE (U.S.A.)

(Approved by Lloyd's Underwriters' Non-Marine Association)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court. It is further agreed that service of process in such suit may be made upon

and in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

22 5 92
N.M.A. 772

MONS 153793

U.S.A.**NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

**This policy^{*} IN RESPECT OF ANY COVERAGE FALLING WITHIN THE
ABOVE CLASSIFICATIONS ONLY.**

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction does not apply:—
- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:
- "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means
- (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

^{*}NOTE:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60. A.666

MONS 153794

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Non-Marine Association)

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances offering worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/84
N.M.A. 1477

MONS 153795

A.339	
POLICY OR CERTIFICATE No.	ENDT. REF
UHL.0394	NAM/IM/SG

ENDORSEMENT No 5

ATTACHING TO AND FORMING PART OF THE
ABOVE NUMBERED POLICY OR CERTIFICATE.

IN THE NAME OF

MONSANTO COMPANY ETAL

DATE 16th November, 1977

PAGE 1 OF LLOYD'S

IT IS HEREBY UNDERSTOOD AND AGREED that this Policy
is cancelled with effect from 1st April, 1977.



MONS 153796

The Underwriters' lines signed hereon are percentages of 100% of the limits of liability shown in this Policy.

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.

PER CENT	NO	SYNDICATE NO & DATE
4.71	417	33145033
5.90	772	A0135TPX
1.18	943	A0135TPX
0.43	231	707
4.36	989	611MA6L5061F
3.35	279	611MA6L5061F
3.54	471	AXX485
2.36	250	7720X
1.55	365	22M6848
2.36	620	9090000X22M6
1.65	604	812
1.17	235	920
2.36	AC6	A152XMONSANT
THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1976/7		
13	TOTAL LINE 40.92	

THOMAS E. SEARS, INC.

INSURANCE

PARK SQUARE BUILDING
ST. JAMES AVENUE
BOSTON, MASS. 02106

MONS 153797

CP 881/UHL 0394

Lloyd's Policy



J(A)



Lloyd's, London

MONS 153798

Participation	Insurers	Reference Numbers
5.89%	TUREGUM INSURANCE COMPANY (LEADING COMPANY)	21 3354/387
2.83%	STRONGHOLD INSURANCE COMPANY LIMITED	S 204581-76
2.36%	EXCESS INSURANCE COMPANY LIMITED	76/475300
<div>THOMAS E. SEARS · INC. · INSURANCE PARK SQUARE BUILDING 51 ST. JAMES AVENUE BOSTON, MASS. 02116</div>		
MONS 153800		

ATTACHING TO AND FORMING PART OF POLICY No. 881/ UHL 0394

U.S.A.

4% TAX CLAUSE

Notice is hereby given that the Insurers have agreed to allow for the purpose of paying the Federal Excise Tax 4% of the premium payable hereon to the extent such premium is subject to Federal Excise Tax.

It is understood and agreed that in the event of any return of premium becoming due hereunder the Insurers will deduct 4% from the amount of the return and the Assured or his agent should take steps to recover the Tax from the U.S. Government.

A.341

MONS 153801

A.338

POLICY OR CERTIFICATE No. UHL.0394	ENDT. REP NAM/LM/SG
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ENDORSEMENT No 5

ATTACHING TO AND FORMING PART OF THE
ABOVE NUMBERED POLICY OR CERTIFICATE.

IN THE NAME OF


MONSANTO COMPANY ETAL

DATE **16th November, 1977**

PAGE 1 OF COMPANIES

**IT IS HEREBY UNDERSTOOD AND AGREED that this Policy
is cancelled with effect from 1st April, 1977.**

St.
name
specified



MONS 153802

SCHEDULE

The Policy No. 881/ UHL 0394

The name and address of the Assured

MONSANTO COMPANY
800 North Lindbergh Boulevard,
St. Louis, Missouri 63166.

The Premium

U.S.\$831.00 (part of U.S.\$7,500.00)
Being 1st Annual Instalment of Premium, further instalments being due as follows
U.S.\$831.00 at 1st APRIL, 1977 and 1st APRIL, 1978.

The period of Insurance

from 1st APRIL, 1976 to 1st APRIL, 1979

both days at 12.01 a.m. Standard Time, and for such further period or periods as may be mutually agreed upon.

The risk ~~and/or~~ insured hereunder EXCESS BROAD FORM LIABILITY INSURANCE, all as more fully described in the undermentioned Lloyd's Policy.

The SUM INSURED hereunder is 11.08% part of 100% of:

\$ 6,250,000 part of
\$30,000,000 any one occurrence
\$30,000,000 annual aggregate Products
\$30,000,000 annual aggregate Occupational Disease
ONLY TO PAY THE EXCESS OF:
\$48,000,000 any one occurrence
\$48,000,000 annual aggregate Products
\$48,000,000 annual aggregate Occupational Disease.

Subject to the attached 4% Tax Clause, but this clause not being applicable to EXCESS INSURANCE COMPANY LIMITED.

It is understood and agreed that all premiums and losses (if any) hereunder shall be paid in United States of America currency.

Warranted that this Policy shall run concurrently with and shall be subject to the same gross rate, terms, wording, conditions and endorsements appearing in the Policy subscribed to by certain Underwriting Members of Lloyd's No. 881/UHL 0394 covering the identical subject matter and risk.

MONS 153803

CP No 881 ULL 0394

Companies Collective Policy

Assured MONSANTO COMPANY,

Premium \$831.00

Date of Expiry

1st APRIL, 1979
12.01 a.m. Standard Time.

The Assured is requested to read this
Policy and if incorrect return it
immediately for attention.



MONS 153804